

AGREEMENT

between

Oakland Borough
BOROUGH OF OAKLAND

BERGEN COUNTY, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 164

JANUARY 1, 1980 through DECEMBER 31, 1982

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PREAMBLE

This Agreement made and entered into in Oakland, New Jersey, this 31st day of July, 1980, by and between the BOROUGH OF OAKLAND, in the County of Bergen, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Borough" or "Employer"), and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 164, (hereinafter referred to as the "PBA"), represents the complete and final understanding on all bargainable issues between the Borough and the PBA and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article II, Recognition, in order that more efficient and progressive public service may be rendered.

W I T N E S S E T H:

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and the Police Department Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority. Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

RECOGNITION

The Borough hereby recognizes the PBA for the lifetime of this Agreement as the exclusive collective negotiations agent for all Patrolmen, Sergeants, Lieutenants and Captains employed in the Police Department by the Borough.

ARTICLE III

POLICEMEN'S RIGHTS

a. Pursuant to Chapter 303, Public Laws of 1968, the Borough and the PBA hereby agree that all employees covered under this Agreement shall have the right, freely and without fear of penalty or reprisal, to form, join and assist the PBA or to refrain from any such activity. Neither the Borough nor the PBA shall directly or indirectly discourage or deprive any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, nor shall they discriminate against any such employee by reason of his membership or non-membership in the PBA.

b. Elected representatives of the PBA, not to exceed two (2), shall be permitted time off to attend negotiating sessions and grievance sessions provided the Chief, or his designee, determines that the efficiency of the Department is not affected thereby. In the event an elected representative of the PBA shall attend any such session while on duty, he shall appear in uniform and shall not suffer any loss of regular straight-time pay. With respect to negotiating sessions, up to three (3) additional representatives who are not on duty may attend such negotiating sessions.

c. A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a designated Superior Officer is present at the time of inspection.

ARTICLE IV

MANAGEMENT RIGHTS

a. The Borough hereby retains and reserves solely and exclusively unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or any previous Agreement with the PBA by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

Its rights to determine the existence or non-existence of facts which are the basis for the Borough's decision to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Oakland, and, from time to time, to change or abolish such practices or procedures; the right to determine and from time to time redetermine the number, locations and relocation, responsibilities and types of its officers and employees or to discontinue any performance by officers or employees of the Borough of Oakland, to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Borough of Oakland, to establish training programs and upgrading requirements for officers and/or employees with the Department; to establish and change work schedules and

assignments; to transfer, promote or demote officers or employees for just cause, or to lay-off terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline officers and/or employees for just cause and such other rights which are inherent in a municipality with respect to the operation of a police department and all matters pertaining thereto, and otherwise to take such measures as the Borough may determine to be necessary for the orderly and efficient operation of the Department of Police for the Borough of Oakland, New Jersey, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

b. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE V

VACATIONS AND HOLIDAYS

a. Vacations

1. Earned Vacations: Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

2. Number of Days: According to the following schedule:

Through 1st year	---	1 working day per month of each completed month through December 31st
Beginning 2nd through 4th year	---	14 working days
Beginning 5th through 15th year	---	21 working days
Beginning 16th year to end of 16th year	---	22 working days
Beginning 17th year to end of 17th year	---	23 working days
Beginning 18th year to end of 18th year	---	24 working days
Beginning 19th year to end of 19th year	---	25 working days
Beginning 20th year to end of 20th year	---	26 working days
Beginning 21st year to end of 21st year	---	27 working days
Beginning 22nd year and thereafter	---	28 working days

3. Pay During Vacations: All vacations shall be granted at the same rate of salary being paid at the time of such vacation.

4. Scheduling Vacations: From previously submitted requests by each individual officer, the Chief of Police shall establish a vacation schedule in order to assure orderly operation and adequate continuous service of the Department. The Chief of Police shall consider the officers preferences for vacation periods and give consideration to the desires of the officers in order of seniority in the establishment of this schedule provided that the operational needs of the Department and the Borough are not adversely affected thereby.

b. Holidays

1. Designation of Days: Each Officer shall be compensated with thirteen (13) paid holidays to be scheduled at the discretion of the Officer in charge of schedule. Said holidays are as follows:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day
Labor Day	

If a holiday occurs during an Officer's vacation or regularly scheduled day off, he shall have an additional day off, scheduled at a time mutually agreeable to the Officer and the Chief of Police as per Part VII of the

Appendix to the Code of the Borough of Oakland, Bergen County, New Jersey. The day taken shall be mutually agreeable to the employee and the Chief of Police and it shall be determined that the operational needs of the Department and the Borough are not impaired thereby. In the event such time off cannot be granted, or cannot be mutually agreed upon, the employee shall be compensated by a day's pay at regular straight-time rates prior to the end of the calendar year.

2. Declaration of Holidays by the Mayor and Council:

In addition to the holidays set forth in Paragraph 1 above, all Officers shall be entitled to such additional holidays as may be granted to all other Borough employees by declaration of the Mayor and Council. The day taken shall be mutually agreeable to the employee and the Chief of Police and it shall first be determined that the operational needs of the Department and the Borough are not impaired thereby. In the event such time off cannot be granted or cannot be mutually agreed upon, the employee shall be compensated by a day's pay at the rate of time and one-half.

ARTICLE VI

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

a. Leave of Absence

1. Military Leave: Any Officer who is a member of the organized reserve of the Army, Navy, Air Force or Marine Corps of the United States shall be entitled to leave of absence while he is engaged in Annual Active Duty Training. During the time such Officer is in attendance at Annual Active Duty Training, the Borough shall pay him the difference between the money he receives as military pay and the regular straight-time pay that he would otherwise receive as a Policeman. However, such leave of absence for voluntary field training shall not exceed fifteen (15) days.

In addition to the foregoing, Officers shall be entitled to applicable military service benefits as provided by law.

2. Leave Because of Death: In the case of a death of a member of an Officer's family, time off necessary to arrange for the funeral and/or attend the service up to a maximum of three (3) days with pay at the established annual salary shall be granted to him.

3. Leave Without Pay: The Chief of Police, on the request of an Officer and after reasonable notice, may recommend to the Borough Administrator that a six (6) month leave of absence be given to such officer without pay. Request for such leave of absence must be made in writing and may only be granted by the Mayor and Council. However, upon

recommendation of the Chief of Police, the Mayor and Council may extend such leave for an additional six (6) month period provided that such leave of absence receives the consent of the Department of Civil Service of the State of New Jersey. However, should the Officer receiving a leave of absence overstay either his original leave or such additional leave as may be granted by the Mayor and Council, his employment with the Borough of Oakland shall be deemed to have terminated.

b. Sick Leave

1. Number of Days: An Officer is entitled to fifteen (15) days of paid sick leave each year.

2. Accumulation of Sick Leave: Sick leave shall accumulate during each Officer's tenure.

3. Use of Sick Leave: Sick leave may be used by an Officer for personal illness and illness of a member of his family which requires his attendance upon the person who is ill or which requires his being quarantined by a physician because of a disease which is certified as being a contagious disease.

4. Physician's Certificate: In the event the Officer's sick leave causes absence from work for three (3) consecutive days, a physician's certificate must be filed with the Chief on the third day, upon the Chief's request, and the physician should indicate when the Officer may be expected to return to work. The Borough may require proof of illness of an employee on sick leave, whenever such re-

quirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

5. Terminal Payment: Upon death or retirement an Officer shall be compensated for unused sick days at his regular daily rate of pay. pursuant to the following schedule.

1980	25%
1981	35%
1982	50%

ARTICLE VII

OTHER BENEFITS

a. Legal Expenses

In the event that an officer is charged with a violation of the law as a result of acts purportedly committed by him in the course of performing his duties, said officer may retain legal counsel to defend him and in the event that he is found not guilty the Borough agrees to pay the reasonable cost of the legal expenses incurred in such defense.

b. Compensation for College Credits

Officers who attend or have attended school for the purpose of obtaining a police education or any degree in police science shall receive, in addition to salary, college credit salary increments according to the following provisions which shall be effective January 1, 1980.

1. Except as provided in Subsection 2 (payments for existing officers), the sum of \$1,000.00 shall be added to a newly hired Officer's base salary when he has satisfactorily completed 60 college credits, and \$2,700.00 shall be added to his base salary when he has satisfactorily completed 120 credits in selected police courses or accrued toward a degree or degrees in a police studies field at an accredited college or university and shall be paid on first pay period of the calendar year in question except as provided in subsection 4 hereof for plateaus reached during a calendar year. No College Credit Compensation shall be due, payable, or owed to any newly hired employee until that employee shall be over his probationary period, at which time College

Credit Compensation shall be paid retroactive or prospective to the first pay period of the first January following his probationary appointment to the Police Department.

2. As to employees who are presently employed and who have completed 59 credits or less or have not reached or elected a plateau, the Borough will continue the existing contract policy of compensation on a per-credit, progressive basis at the rate of \$17.50 per credit per year. After said employee completes 60 credits he shall be compensated at the rate of \$1,350.00 until he reaches the next plateau of 90 credits at which time he shall be compensated at the rate of \$2,025.00 until he finally reaches 120 credits where he will receive \$2,700.00. An employee who is between the 60 and 90 credit plateau or the 90 and 120 credit plateau has the unilateral options of electing to have his college credit compensation established at a plateau the employee has already reached or to continue to be compensated at the rate of \$17.50 per credit as established prior to the date hereof until the employee reaches the next plateau at which time he will be compensated as hereinabove set forth for the specific plateaus reached. The payment date herein shall be the first pay period of the calendar year in question except as provided in subsection 3 hereof for proration of plateau reached during a calendar year.

3. Any existing employee reaching any plateau during the year shall receive the increase mandated by the plateau prorated on a per diem basis from the date of reaching the 60, 90 or 120 plateau to the end of the calendar year. For purposes of clarification the amount of the increase to be prorated per diem will

be computed by subtracting the amount already paid the employee plus any additional credits necessary to have reached that next plateau @ \$17.50 per credit from the plateau figure established herein.

For example: If an employee has 85 credits on January 1, of the year in question, and on June 30th earns 10 more credits his compensation would be \$1,487.50 (85 x \$17.50) on January 1 plus \$87.50 (5 x \$17.50) on June 30th, plus $\frac{182}{364}$ of \$1,575.00 (\$1,487.50 + 87.50) from \$2,025.00 (the 90 credit plateau) = \$450 divided by 2 or additional compensation of \$225.00 ($\frac{182}{364}$ or $\frac{1}{2}$ of \$450).

4. Any newly hired employee who reaches the plateau established in Article VII, Section b, Subsection I, herein, and who reaches said plateaus during any calendar year shall receive the amount of the increase mandated by the plateau on a per diem prorated basis for that calendar year.

5. In the event that an employee is hired who has a degree or who has completed courses toward a degree in a police field, he shall be compensated in accordance with Subsection I hereof.

6. Each Officer shall submit to the Municipal Clerk a certified transcript or diploma from the university or college which designates the amount of credits accumulated and compensated herein at least ten (10) working days before payment is required hereunder in order that he may be paid on the next pay period.

c. Reimbursement of Expenses and Clothing

1. Schools: Each Officer shall be paid for transportation if not provided, while attending a Police Academy or any other in-service police training institution that he is ordered or authorized by the Chief of Police to attend. In

such case, the following rates shall apply. Mileage shall be paid for at the rate of \$.15 per mile, if the Chief of Police determines such transportation is necessary and does not provide transportation. Such mileage shall be computed from the Borough's Police Headquarters and returning to same.

2. Court Appearances: Mileage expenses shall be paid to any off-duty Officer while attending court out of the Borough in connection with a matter arising out of his Borough's employment, if said Chief of Police does not provide transportation.

3. Other Assignments: Mileage expenses shall also be paid to any Officer while on an official assignment including an overtime assignment for the Department when an official car is not available.

4. Clothing:

a. An initial issue of new clothing and serviceable equipment will be provided by the Borough of Oakland to any new member of the Borough Police Department. Such initial clothing and equipment allowance will be in accordance with the items listed on Appendix A attached hereto and made a part hereof.

b. Each officer shall receive an annual clothing allowance of \$350, payable by the second pay period of each year. Each officer shall be required to submit receipts totaling \$350 to the Chief of Police no later than the last day of each calendar year. Should an officer not turn in receipts totaling \$350 by that date, he shall be entitled to a clothing allowance only in the amount equal to the total of the receipts submitted.

Example: If an officer receives \$350 clothing allowance for 1980 and he submits his receipts totaling \$350 prior to 12/31/80, he shall receive \$350 clothing allowance in 1981. If an officer receives \$350 clothing allowance for 1980 and submits receipts for \$200 by 12/31/80, he is entitled to \$200 clothing allowance for 1981.

* Subject to an accountability system to be determined with the Borough Administrators,

Effective January 1, 1980 each Officer shall receive an annual clothing maintenance allowance of \$100.00 per year. This maintenance allowance shall be increased to \$150.00 in 1981 and \$200.00 in 1982. In addition, the Borough shall purchase and furnish a new Officer with one (1) service revolver and one (1) offduty handgun which shall be in a safe and satisfactory working condition. Said guns shall be returned to the Borough upon the termination of the Officer's employment.

c. If an Officer has expended the maximum of his annual allowance and a part of his uniform shall be destroyed in the line of duty, the Borough shall replace such uniform upon approval of the Borough Administrator upon the written recommendation of the Chief of Police.

* See July 16, 1980 minutes for the above amendment.

d. Hardware items such as handguns, if damaged in the line of duty, holsters and belts, badges and mace, handcuffs and cases, night sticks and safety helmets, shall be purchased and supplied by the Borough and replaced if the Chief of Police deems same necessary in addition to the annual allowance for each Officer.

5. Medical and Life Insurance

a. The Borough shall continue to provide medical and hospitalization insurance during the term of this Agreement. The Borough, at its option, may change insurance carriers so long as substantially similar benefits are provided.

b. Effective January 1, 1980, the Borough agrees to provide a life insurance policy in the amount of \$8,500 for all employees covered by this Agreement. The amount of the policy shall be increased in 1982 to \$10,000.

c. The Borough agrees to continue to provide a dental insurance plan with no "deductable". The plan shall provide for 50 percent payment of the usual, customary and reasonable fees, as delineated by the plan, in 1980 and 1981, and 70 percent payment in 1982.

d. Commencing August 1, 1980, the Borough shall provide a medical prescription program for officers and their immediate family, which plan is commonly known as the \$1.00 co-pay plan.

e. Commencing August 1, 1980, the Borough agrees to provide eye examination and optical service expense benefits as follows:

In the event a Subscriber receives necessary Eye Ex-

amination and Optical Services, the Borough will provide for payment of reasonable expense incurred therefor but not to exceed the maximum allowance applicable to the service rendered.

"Eye Examinations and Optical Services" means the following when rendered by a duly licensed practitioner acting within the scope of his licensure:

A comprehensive medical eye examination including a diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, with medical diagnosis and initiation of diagnostic and treatment programs, prescription of medication and lenses, post cycloplegic visit required and verification of lenses if prescribed; or a complete vision survey and analysis including but not limited to case history, complete refraction, coordination measurements and tests, visual field charting and prescription of lenses as needed.

SCHEDULE OF ALLOWANCES

Examination or Survey and Analysis, limited to one such examination or survey and analysis in any one period of twelve (12) consecutive months...\$ 25.00

Frames.....\$ 12.00

Lenses (Per Pair)

Single Vision.....\$ 14.00

Bifocal (Single).....\$ 25.00

(Double).....\$ 47.00

Trifocal.....\$ 37.00

Lenticular including Aspheric.....\$112.00

Contact.....\$112.00

In no event shall benefits be provided more than once in any 24 consecutive months for the purchase of frames; nor more than once within any 12 consecutive months for the purchase of lenses.

No benefit shall be payable hereunder with respect to:

- (I) Services rendered as a result of sickness or injury arising out of and in the course of employment.
- (II) Services required by the Borough as a condition of employment or rendered through a medical department, clinic, or other similar service provided or maintained by the Borough.
- (III) Sunglasses, even if by prescription.
- (IV) Contact lenses unless the visual acuity cannot be made 20/70 or better with spectacle lenses but can be so improved with contact lenses.

(V) Services covered in whole or in part under the Primary Contract or provided for the Subscriber under any other group coverage furnished by or arranged through any employer.

(VI) Services rendered after the date the Subscriber ceases to be covered hereunder.

f. The Borough agrees to pay the premiums for group health coverage for members of the bargaining unit when they retire, until such time as they qualify for Medicare Coverage. However, if a retiree becomes gainfully employed after retirement by an organization that has medical coverage he must join that health plan. He shall retain the option to rejoin the municipal program if he leaves that employer for any reason.

g. The Borough agrees, in the event of an officer's death, to continue to provide full hospitalization coverage to the deceased officer's family for a period of 1 year from the date of death.

6. Personal Days; Each Officer shall receive two (2) personal days off each year and shall give at least forty-eight(48) hours notice prior thereto to the Chief of Police.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

a. Hours of Work

1. Tours of Duty: Officers shall work five (5) days in eight (8) hour per-day tours for forty (40) hours during any payroll week.

2. Work Schedule: Officers shall work in accordance with schedules posted on a monthly basis by the Chief of Police of the Department.

b. Overtime

1. When Overtime Occurs: Overtime shall be paid to any Officer below the rank of Captain when he is required to work in excess of a completed eight (8) hour tour, or on a regularly scheduled day off. The Officer shall have the option of receiving pay at time and one-half according to Article IX, Section (b) (1) hereof, or compensatory time off in an amount equal to one and one-half (1 1/2) times the overtime worked.

2. Minimum Overtime: Except as hereinbefore provided, whenever an Officer is called to perform overtime duty when he is already off duty, he shall be paid for a minimum of one (1) hour of duty.

3. Court Appearances: Any police officer that shall be required to attend Court for the purpose of giving testimony on behalf of the Borough of Oakland shall receive compensation as follows:

<u>Oakland Municipal Court</u>		<u>Out of Town</u>	
1980	\$25.00	1980	\$40.00
1981	\$30.00	1981	\$45.00
1982	\$40.00	1982	\$50.00

However, payment for Court appearances shall be made only on those occasions when the required Court appearance is at a time when the police officer is not, at the time, on duty as a member of the Police Department.

Should an Officer be required to attend court during his normal tour of duty and the session continues past the termination of his shift, he shall be paid at the overtime rate from the time of termination, up to his returning to headquarters and signing the log book.

ARTICLE IX

COMPENSATION

a. Salary

The Borough will pay each Officer at the end of each two (2) week period, each salary check to represent equal percentages of the Officer's established annual salary. Payment for vacation periods shall be made on the established pay day of the week prior to the Officer starting his vacation.

b. Overtime Pay

1. Rate: Overtime shall be paid to all officers below the rank of Captain at an hourly rate of one and one-half ($1\frac{1}{2}$) regular straight time.

2. Payment: When an Officer has worked overtime during any given week, he shall complete a form to be provided by the Chief of Police.

3. Time of Payment: Payment for overtime shall be paid no later than the second pay period after submission of the voucher to the Borough Treasurer for payment.

4. Payment for Court Time: Payment will be computed on a monthly basis and will be paid by separate check no later than the second pay period after submission of the voucher to the Borough Treasurer for payment.

c. Base Salary

Base salary (for the purpose of this Agreement) shall be the highest salary that an Officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the Officers shall be paid in accordance with the amounts stated below:

SALARY SCHEDULE

	<u>1980</u>	<u>1981</u>	<u>1982</u>
Patrolman			
During 1st year of employment	\$14,800	\$16,450	\$18,300
During 2nd year of employment	\$17,300	\$18,950	\$20,800
During 3rd year of employment	\$18,300	\$19,950	\$21,800
During 4 th year of employment	\$19,300	\$20,950	\$22,800
During the 5 th year of employment	\$21,000	\$22,650	\$24,500
Sergeant	\$22,250	\$23,900	\$26,000
Lieutenant	\$23,500	\$25,150	\$27,500
Captain	\$24,750	\$26,400	\$29,000

d. Detective Differential

A patrolman assigned as a detective shall receive \$300 in additional base pay compensation. Longevity payments shall be computed after addition of this differential.

e. Increase Between Ranks

In 1982 there will be an additional \$250 increase between ranks. Ranks are defined as Patrolman, Sergeant, Lieutenant and Captain.

f. Longevity Program

1. Each Officer shall receive longevity compensation based upon the number of years of service computed at a percentage of the annual base salary of each such police officer. The following shall be the longevity schedule:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>
Start of 6 th through 10 th year	3% of base salary

Start of 11 th through 15 th year	5% of base salary
Start of 16 th through 20 th year	7% of base salary
Start of 21st year and above	9% of base salary

g. Law Enforcement Officers with Prior Experience in Another Community

Newly-hired patrolmen with prior police experience will be hired at a rate of pay one (1) "pay" grade below his total years experience; i.e., a five (5) year patrolman from Community "x" would be hired at the same rate of pay including benefits as a four (4) year patrolman in Oakland. He would, however, be given credit for the full five (5) years experience towards longevity payment, once eligible for such payment. College credit payment (see above) would also apply, according to college credit schedule. All such hiring shall be at the rank of Patrolman.

ARTICLE X

MISCELLANEOUS

a. Definitions

1. Full-Time Employees: Full-time employees are all regular full-time police patrolmen, detectives and officers employed by the Borough in the Police Department who shall be subject to 24-hour duty per day, which duty includes Sunday and holidays.
2. Appropriate Unit: The appropriate unit is defined only as full-time employees of the Police Department.
3. Accredited Representatives: The accredited representative of its employees in said unit is New Jersey Policemen's Benevolent Association, Local No. 164.
4. Officers: Officers are defined as full-time uniformed employees of the Police Department, including members of the Detective Bureau.
5. Member of an Officer's Family: A member of an Officer's family is defined to include the Officer's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster-child, grandparents, grandparents-in-law, legal guardians and relatives of the Officer residing in his household. The Officer shall furnish proof of same satisfactory to the Chief of Police.
6. Accredited College or University: A college or university accredited by the New Jersey Department of Higher Education or New York Department of Higher Education.
7. Creditable Service: Any person employed in the capacity of a full-time Officer shall, for the purpose of deter-

mining salary benefits, increments, longevity, vacations and any or all other fringe benefits or compensation except Health and Retirement Plans, whose appointment occurs on or after the first day of January, but before the first day of July of this year, or any other subsequent year, be considered to have been appointed as of January 1 of such year. Members of the Department appointed on or after the first day of July but before the first day of January of the subsequent year shall be considered to have been appointed July 1 of such year.

ARTICLE XI

GRIEVANCE ADJUSTMENT PROCEDURE

a. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department and having the grievance adjusted without the intervention of the PBA.

3. No Officer shall be required to file a criminal complaint in order to process a grievance under this Article.

b. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the PBA, or the Borough.

c. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

a. An aggrieved employee shall institute action under the provisions hereof within fourteen (14) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee, the Chief of Police

and the PBA representative if requested to attend by the aggrieved employee. Failure to act within said fourteen (14) days shall be deemed to constitute an abandonment of the grievance.

b. The Chief of Police shall render a written decision within five (5) days.

Step Two

a. In the event a satisfactory settlement has not been reached, the employee shall in writing and signed, file a written statement of the grievance with the Chief of Police and the Borough Administrator within five (5) days following the determination by the Chief.

b. A member or members of the Grievance Committee designated by the PBA and the Borough Administrator shall attempt to settle the dispute within five (5) days.

c. The Borough Administrator shall act as Hearing Officer as prescribed by N.J.A Code of Title 4 Department of Civil Service.

Step Three

a. In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination by the Borough Administrator the matter may be submitted to binding arbitration. The arbitrator shall be chosen in accordance with the Rules and Regulations of the American Arbitration Association.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Borough Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be

cancelled and the matter withdrawn from arbitration and the PBA shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

d. The costs for the services of the arbitrator shall be borne equally between the Borough and the PBA. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

d. Borough Grievances

Grievances initiated by the Borough shall be filed directly with the PBA within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the Borough and the PBA, in the earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

e. Computation of Time, Changes, and Conditions of this Agreement

1. Whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays, and holidays shall be excluded in the computation of such period.

2. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

3. The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available the Borough agrees to exert its bona fide and lawful efforts to obtain such appropriations. This Agreement is also subject to the provisions of any state law and civil service rules and regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE XII

RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Oakland Police Department not covered by this Agreement, but included in the provisions of Municipal Ordinances or Resolutions which are applicable to employees covered by this Agreement, shall remain in full force and effect, except as modified herein, during the terms of this Agreement.

ARTICLE XIII

NO-STRIKE PLEDGE

a. During the term of this Agreement, the PBA agrees on behalf of itself, its members and all the employees it represents, that it will use its best efforts to insure that there will be no strike of any kind or any other collective action which may tend to disable the Borough in the discharge of its statutory duty.

b. The PBA covenants and agrees that neither the PBA nor any person acting on its behalf will cause, authorize, or support, nor will any of its members or employees that it represents take part in any strike (i.e., the concerted failure to report for duty, willful absence of an employee from his position, stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the Borough. The PBA agrees that such action would constitute breach of this Agreement.

c. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any PBA member or employee represented by the PBA shall constitute sufficient grounds for the termination of employment of such employee or employees.

d. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

ARTICLE XIV

RULES AND REGULATIONS FOR ADMINISTRATION OF THE

OAKLAND POLICE DEPARTMENT

a. The Borough of Oakland has previously adopted rules and regulations for the proper administration of police affairs in the Borough of Oakland. Such rules and regulations, with such changes as shall be made thereto prior to the execution of this Agreement shall constitute the rules and regulations that shall be adhered to by the PBA under the terms of this Agreement.

b. Changes in Rules and Regulations shall be negotiated with the PBA prior to their implementation, except in emergency situations, in accordance with Chapter 303 of the Laws of New Jersey 1968. In such emergencies, the changes may be implemented by the Borough without such discussion and shall be strictly adhered to by all police officers. However, the PBA may grieve the propriety of such rule or regulation.

ARTICLE XV

EMPLOYEE PERFORMANCE

a. The PBA agrees to support and cooperate with the Borough in improving employee performance. In furtherance thereof, the PBA shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours;

2. Give such effort to their work as is consistent with the requirements thereof;

3. Avoid waste in the utilization of materials and supplies;

4. Maintain and improve levels of performance;

5. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;

6. Assist where possible, in building goodwill between the Borough, the PBA and the public at large.

b. The PBA recognizes that it is the Borough's responsibility to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The PBA pledges its cooperation in the attainment of such standards and methods.

c. Pursuant to Civil Service Rules and Regulations, standards for acceptable levels of performance may be established and employees evaluated by the Borough in relation to the duties and responsibilities of each job.

ARTICLE XVI

EMPLOYEE TRAINING

a. The Borough and the PBA agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

b. The PBA agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their occupation;

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training;

3. Utilizing and sharing with fellow employees new skills acquired through training;

c. The Borough will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

d. The Borough and the PBA agree to meet upon written notice of either party to consider training and development programs for employees covered by the Agreement. Such programs may include partial or full reimbursement by the Borough for approved courses which are completed by employees.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

a. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

b. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

c. Nothing in this Article shall prevent the timely exercise of the rights contained in Article XVIII.

d. This Agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new agreement.

ARTICLE XIX

TERM

This Agreement shall be in full force and effect from January 1, 1980 through December 31, 1982. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of this Agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend or otherwise modify the Agreement shall furnish to the other party within fifteen (15) days after notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have fifteen (15) days from receipt of such changes to furnish its own proposals to the other party.

OAKLAND POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 164

By Michael J. Madonna

ATTEST:

By Wayne E. Hays

MAYOR AND COUNCIL OF THE
BOROUGH OF OAKLAND

T. Summit Lauer

ATTEST:

Jannine Nicks

APPENDIX A

INITIAL CLOTHING AND EQUIPMENT ALLOWANCE

<u>ITEM</u>	<u>NUMBER</u>
Shoes	2 pair
Leather Jacket	1
Pants	3 pair
Raincoat	1
Summer Hat	1
Winter Hat	1
Long Sleeve Shirts	5
Short Sleeve Shirts	5
Ties	4
Boots	1 pair
Insulated Jacket	1
Hat cover	1
White gloves, leather	1 pair
White gloves, cotton	2 pair
Rubbers	1 pair
Sam Brown belt	1
Garrison belt	1
Cross Strap	1
Holster (duty weapon)	1
"Ike" Jacket	1
Handcuff case	1
Handcuffs	1 set
Mace Holder	1

Appendix A Continued

Mace	1
Duty Weapon	1
Off-Duty Weapon	1
Hat badge	1
Breast badge	2
Name Plate	1
Flashlight	1
Socks (Black)	10 pairs